



TOKIOMARINE
HCC

Liability Insurance

Policy Wording

Liability Insurance Wording

DEFINITIONS APPLICABLE TO THE EMPLOYERS PUBLIC/PRODUCTS AND POLLUTION LIABILITY SECTIONS

1. **Bodily Injury** shall mean
 - a. in respect of the Employers Liability Section death bodily injury illness disease shock mental injury and mental anguish
 - b. in respect of the Public/Products and Pollution Liability Sections death bodily injury illness disease shock mental injury mental anguish false eviction false arrest wrongful detention discrimination and malicious prosecution
2. **Territorial Limits** shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man or an offshore installation within the territorial waters around the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man
3. **Offshore** shall mean from the time an **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time the **Employee** disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform
4. **Pollution** shall mean pollution or contamination of the atmosphere or of any water land or other tangible property
5. **Defence Costs** shall mean all costs fees and expenses incurred by the **Assured** in the defence or settlement of any claim
6. **Damages** shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages
7. **Terrorism** shall mean an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life tangible or intangible property or infrastructure or a threat thereof and (2) appears to be intended to (i) intimidate or coerce a civilian population or (ii) disrupt any segment of the economy of a government de jure or de facto state or country or (iii) overthrow influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or (iv) affect the conduct of a government de jure or de facto by mass destruction assassination kidnapping or hostage-taking
8. **Product** shall mean any property after it has left the custody or control of the **Assured** which has been designed specified formulated manufactured sold supplied or distributed by or on behalf of the **Assured** in isolation to any contract work executed by or on behalf of the **Assured**
9. **Business** shall mean the Business stated in the Schedule and
 - a. the ownership repair and maintenance of the Policyholder's own property
 - b. the provision of canteen sports social welfare organisations and first aid medical or ambulance services for the benefit of any customer or **Employee**
 - c. fire and security services for the protection of the premises owned or occupied by the Policyholder
 - d. private work undertaken by an **Employee** on behalf of any director or partner of the Policyholder
 - e. attendance at trade fairs shows and exhibitions in connection with the **Business**
10. **Assured** shall mean
 - a. the Policyholder
 - b. the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
 - c. any local authority and/or county council and/or city council or similar local government body in the Republic of Ireland but solely in respect of work carried out by the Policyholder on behalf of such body and solely in respect of legal liability for which the Policyholder would have been entitled to indemnity had the claim been made against the Policyholder

d. at the request of the Policyholder

- (i) any principal of the Policyholder as required under contract in respect of work carried out by the Policyholder
- (ii) any director or partner of the Policyholder
- (iii) any **Employee**
- (iv) any other party where required by contract subject to the prior written agreement of the Underwriters

against legal liability in respect of which the Policyholder would have been entitled to indemnity had the claim been made against the Policyholder

- (v) any officer committee or member of the Policyholder's canteen sports social welfare organisations and fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity

each of whom shall as though the Policyholder be subject to the terms and conditions contained herein as far as they can apply

11. **Employee(s)** shall mean

- a. any person under a contract of service or apprenticeship with the Policyholder
- b. whilst under the direct control and supervision of the Policyholder any
 - (i) labour master and persons supplied by him
 - (ii) labour only sub-contractors
 - (iii) self-employed persons
 - (iv) voluntary workers
 - (v) individual hired to or borrowed by the Policyholder
 - (vi) person undertaking study or work experience with the Policyholder

EMPLOYERS LIABILITY SECTION

OPERATIVE CLAUSE

The Underwriters will Indemnify the **Assured** in accordance with the law of the Courts of Law of the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of **Bodily Injury** sustained by an **Employee** arising out of the **Business** and caused during the Period of Insurance

The indemnity provided shall only apply to **Bodily Injury** sustained

1. within the **Territorial Limits**
2. by any **Employee** during temporary visits abroad provided that such **Employee** is ordinarily resident in the **Territorial Limits**
3. by a person who although resident outside the **Territorial Limits** is under a written contract of service with the Policyholder entered into in the **Territorial Limits** subject to prior written agreement of the Underwriters

LIMITS OF INDEMNITY

Underwriters liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

EXCLUSIONS TO THIS SECTION

This Section does not provide indemnity

1. in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation
2. in respect of work undertaken **Offshore** unless indicated in the Schedule that this Exclusion is not applicable

EXTENSION THIS TO SECTION

Unsatisfied Court Judgments

The Underwriters will at the request of the Policyholder pay to the **Employee** or the personal representatives of the **Employee** the amount of any **Damages** and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a judgment being obtained within any court in the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of their employment by the Policyholder in the **Business** and caused during the Period of Insurance

and

- b) against any company or individual operating from premises within the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

provided always that

- (i) there is no appeal outstanding against such judgment

- (ii) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the benefits of such judgment to the Underwriters

The liability of the Underwriters for all amounts payable under this Extension relating to any claimant or number of claimants in respect of an occurrence or series of occurrences arising out of one originating cause shall not exceed the Limit of Indemnity stated in the Schedule

CONDITIONS APPLICABLE TO THIS SECTION

1. Personal Protective Equipment (PPE) Condition

It is a condition precedent to liability under this Section that the **Assured** shall ensure that

- a. All **Employees** wear task appropriate personal protective equipment when engaged in work where a need for such equipment has been identified or should have been identified and
- b. All personal protective equipment is regularly maintained kept in good condition is fully compliant with European safety standards and is available to **Employees** whenever it is required

PUBLIC/PRODUCTS LIABILITY SECTION

OPERATIVE CLAUSE

The Underwriters will indemnify the **Assured** in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the **Assured** has requested that there shall be no such limitation and has accepted the terms offered by Underwriters which shall be signified by specific endorsement to this Section against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of

1. accidental **Bodily Injury** to any person
2. accidental loss of or damage to tangible property
3. nuisance trespass or interference with any easement right of air light water or way other than where arising due to a deliberate act by the Policyholder occurring during the Period of Insurance in connection with the **Business** and
 - a) within the **Territorial Limits** or
 - b) during the course of temporary visits anywhere in the world other than the USA or Canada (unless indicated by way of Endorsement to this Section that such a restriction does not apply) or
 - c) arising out of any Product anywhere in the world other than the USA or Canada (unless indicated by way of Endorsement to this Section that such a restriction does not apply)

LIMITS OF INDEMNITY

Underwriters liability to pay **Damages** (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and the Pollution Liability Section each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

EXCLUSIONS TO THIS SECTION

This Section does not provide indemnity in respect of liability

1. for **Bodily Injury** sustained by any **Employee** in connection with the **Business**
2. arising out of **Pollution**
3. for loss or damage to property owned leased or hired by or under hire purchase or on loan to the **Assured** or in the **Assured's** care custody and control other than
 - a) **Employees'** and visitors clothing and personal effects
 - b) premises (including contents thereof) not owned nor rented by the **Assured** but temporarily occupied by them for the purpose of work therein or thereon
 - c) premises tenanted by the **Assured** to the extent that the **Assured** would be held liable in the absence of any specific agreement

4.
 - a) arising out of ownership possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than
 - (1) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site)
 - (2) other vehicles brought on to site for use on site

This exclusion shall not apply in respect of the use of vehicles belonging to **Employees** or third parties in connection with the **Business** unless indemnity is provided

 - i. to the **Employee** or
 - ii. to the third party or
 - iii. to the **Assured** under any other insurance
 - iv. in respect of loss of or damage to any vehicle of any **Employee** or third party to whom the indemnity is provided or any property conveyed therein or thereon
 - b) caused by the ownership or operation by or on behalf of the **Assured** of any waterborne craft (other than safety boats hand-propelled craft or other craft up to 15 metres in length whilst on inland waterways or up to 3 miles offshore) hovercraft aircraft or rail borne vehicle
5. arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
6. for loss or damage to and/or the costs of repair reconditioning removal replacement or recall of any **Product** or part thereof or any contract work executed by the **Assured** caused by any defect therein or unsuitability thereof for its intended purpose
7. which is the inevitable or unavoidable consequence of the performance of a contract
8. for loss of or damage to cables pipes or other services located underground unless the **Assured** has
 - a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site)
 - b) retained a written record of the measures which were taken to locate such cables pipes or other services
 - c) conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the **Assured**
9. arising out of an act of **Terrorism**
10. arising out of exposure or alleged exposure to asbestos or materials containing asbestos
11. arising out of work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas
12. arising out of or in connection with the provision of or the failure to provide a professional service and/or arising out of or in connection with any advice design or specification given or provided by the **Assured**
13. for the cost of remedying any defect or alleged defect in premises disposed of
14. arising out of any **Product** intended for incorporation into any aircraft
15. arising out of any **Product** intended for incorporation into any vehicle licensed for road use where the **Product** is critical to the safety of such vehicle

16. arising out of any **Product** intended for incorporation into any waterborne craft where the **Product** is critical to the safety of such craft
17. arising in any way connected with Iron Sulphides including but not limited to Iron (II) sulphide Greigite Pyrrhotite Troilite Mackinawite Marcasite and/or Pyrite
18. arising out of or in connection with the design sale or supply of computer software (which shall not include the media or its packaging on which such software is stored)
19. for loss of damage to deterioration or corruption (whether permanent or temporary) of loss of use of reduction in functionality of repair of replacement of or restoration or reproduction of any "Data" or for any monetary amount pertaining to the value of such "Data"

For the purpose of this Exclusion the following definitions apply

"Computer Systems" means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output "Data" storage device networking equipment or back up facility

"Data" means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by "Computer Systems"

20. for loss of or damage to
 - a) any "Superstructure" and/or
 - b) any other property building or structure caused by the failure or deterioration from any cause of any "Structural Building Product" that is part of included in or attached to such property building or structure

For the purpose of this Exclusion the following definitions apply

"Superstructure" means any property building or structure relying on the support provided by any foundation underpinning and/or piling work performed by or on behalf of the **Assured**

"Structural Building Product" means any brick building block steel concrete cement mortar or any other structural **Product**

21. loss of or damage to property lifted and/or moved by cranes or other lifting devices
22. directly or indirectly arising out of the failure of any **Product** to fulfil the function for which it is intended For the avoidance of doubt a **Product** shall include any structure or contract works and/or materials for incorporation therein
23. arising out of or in connection with the failure to adequately secure any premises for which the **Assured** is responsible for For the avoidance of doubt failure to secure shall include the failure to correctly set any alarm and/or intruder system
24. arising out of or in connection with physical, emotional or Sexual Abuse

For the purpose of this Exclusion "Sexual Abuse" is defined as an action deemed to be an offence under the provisions of the Sexual Offences Act 1956 Section 1 (1) of the Indecency with Children Act 1964 Section 54 of the Criminal Law Act 1977 Section 1 of the Protection of Children Act 1978 and all Sections of the Sex Offenders Act 1997.
25. arising out of or in connection with or contributed to directly or indirectly by the existence of or exposure to magnetic electric or electromagnetic fields or radiation howsoever caused or generated
26. arising out of or in connection with the provision of or omission to provide any medical clinical or surgical diagnosis advice treatment remedy or prescription or any other breach of professional duty provided that this exclusion shall not apply in respect of the provision of emergency first aid for the benefit of any **Employee** customer or visitor
27. arising out of or in connection with any filming and/or film and/or television production activities unless undertaken by a "Bona Fide Subcontractor"

For the purposes of this Exclusion the term "Bona Fide Subcontractor" means any independent subcontractor engaged by the Insured under a contract for services

28. arising directly or indirectly out of or in any way involving the combustibility or fire performance or fire safety requirements of any "Cladding/External Wall/Roof System" For the purpose of this Exclusion "Cladding/External Wall/Roof System" shall mean any cladding insulation glazing façade roofing or other similar product externally attached to any building or structure including any component or material used in the manufacture assembly or construction thereof and including anything attached thereto"
29. arising directly or indirectly with the contamination of any goods transported or otherwise in the care custody or control of the **Assured**
30. the giving of or application of any hair or beauty treatment
31. arising directly or indirectly out of any failure and/or any variation and/or fluctuation of the supply of electricity and/or gas and/or water
32. arising out of any **Product** and/or contract work undertaken in connection with any aircraft or at any airport Underwriters' liability for damage shall be restricted solely to direct physical damage and shall exclude any direct or indirect economic loss consequent thereupon
33. arising out of any work undertaken **Offshore**
34. arising out of exposure or alleged exposure to or directly or indirectly caused by any kind of fungus mould mildew or any spores or mycotoxins
35. in any way connected with reinforced autoclaved aerated concrete

EXTENSIONS TO THIS SECTION

1. Data Protection

Underwriters will also indemnify the **Assured** against their legal liability to pay **Damages** (including claimants' costs fees and expenses) arising from any claim or claims for material or non-material damage under Article 82 of the General Data Protection Regulation (EU 2016/679) first made against the **Assured** in writing during the Period of Insurance provided always that the indemnity shall not apply to

- (i) liability caused by or arising from any incident or circumstances known to the **Assured** at the inception of this cover and which could reasonably have been expected to give rise to a claim
- (ii) any claim or claims made by or on behalf of any director partner or **Employee** of the **Assured** in connection with their employment in the **Business**
- (iii) proceedings consequent upon any deliberate act or omission by or on behalf of the **Assured** if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iv) any fines or penalties of any kind

Underwriters' liability under this Extension shall not exceed €50,000 in respect of all claims made against the **Assured** during the Period of Insurance and the **Assured** shall pay the first €2,500 each and every claimant in respect of **Damages** (including claimants' costs fees and expenses) before Underwriters shall be liable to make any payment

It is a condition precedent to liability under this Extension that the **Assured** can demonstrate it has taken reasonable steps to comply with the requirements of the General Data Protection Regulations (EU 2016/679)

2. Overseas Personal Liability

The indemnity provided is extended to apply to

- a) the Policyholder

b) at the request of the Policyholder

(i) any director official or **Employee** of the Policyholder

(ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an occurrence happening during the Period of Insurance in any country whilst on a temporary visit to such country in connection with the **Business**

Provided that

1) any person entitled to indemnity under this Extension shall as though they were the **Assured** be subject to the terms conditions and limitations of this Section insofar as they can apply

2) nothing in this Extension shall increase the liability of the Underwriters to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

3) the Underwriters shall not provide indemnity against

a) contractual Liability

b) liability for which indemnity is provided by any other insurance

c) liability in respect of loss of or damage to property belonging to or in the custody or under the control of any person entitled to indemnity under this Extension

d) liability in respect of **Bodily Injury** (as defined for this Section) to any person entitled to indemnity under this Extension

e) liability caused by or arising from

(i) the ownership or occupation of land or buildings

(ii) the carrying on of any business profession trade or employment

(iii) the ownership possession or use of animals other than horses or domestic dogs or cats

POLLUTION LIABILITY SECTION

The Underwriters will indemnify the **Assured** in accordance with the law of the Courts of Law of the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of

1. accidental **Bodily Injury** to any person
2. accidental loss of or damage to tangible property
3. nuisance trespass or interference with any easement right of air light water or way other than where arising due to a deliberate act by the **Assured**

arising out of **Pollution** occurring in its entirety during the Period of Insurance within the **Territorial Limits** in connection with the **Business** but only to the extent that the **Assured** can demonstrate that such **Pollution**

- a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
- b) was not the direct result of the **Assured** failing to take reasonable precautions to prevent such **Pollution**

LIMITS OF INDEMNITY

Underwriters liability to pay **Damages** (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of all occurrences

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and The Public/Products Liability Section each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

EXCLUSIONS TO THIS SECTION

This Section is subject to the same Exclusions as the Public/Products Liability Section (apart from Exclusion 2.) and also does not provide indemnity in respect of liability for loss of or damage to

1. premises presently or at any time owned or tenanted by the **Assured**
2. land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Assured** or otherwise in the **Assured's** care custody or control.

CONDITIONS APPLICABLE TO THE PUBLIC/PRODUCTS AND POLLUTION LIABILITY SECTIONS

1. Burning Welding and Cutting Conditions

It is a condition precedent to liability that the following precautions shall be adhered to on each occasion where the **Assured** or persons acting on behalf of the **Assured** are using any oxy-acetylene or electric welding or cutting/grinding equipment or blow lamp or blow torch or hot air gun away from the **Assured's** own premises

1. the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
2. the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
3. if work is to be carried out overhead the area beneath must be similarly cleaned and combustible material removed
4. combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
5. where work is being carried out in any enclosed area an additional **Employee** of the **Assured** or an **Employee** of the occupier shall be present at all times to guard against an outbreak of fire
6. no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
7. the following must be kept available for immediate use near the scene of operations
 - a) suitable and fully charged fire extinguishers and/or
 - b) a hose connected up to the nearest hydrant with water turned on and controllable at the nozzle of the hose in readiness for immediate use and tested prior to the commencement of the work
8. a thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation In the event that it is not practicable for such examination to be carried out by the **Assured's** own **Employee** then appropriate arrangements must be made with the occupier
9. before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat

Furthermore where the **Assured** or persons acting on behalf of the **Assured** burns debris it is a Condition precedent to liability that the following precautions shall be taken on each occasion

1. Fires to be in a cleared area and at a distance of at fifteen metres from any property
2. Fires not to be left unattended at any time
3. A suitable fire extinguisher to be kept available at the scene of the operations for immediate use
4. Fires to be extinguished at least one hour prior to leaving site at the end of each working day

Furthermore where the **Assured** or persons acting on behalf of the **Assured** use asphalt bitumen pitch or tar heaters it is a Condition precedent to liability that the following precautions shall be adhered to at all times

1. all heating of asphalt bitumen tar or pitch is carried out in a suitable vessel in the open at ground level using bottled gas
2. such vessel is attended at all times whilst being lit and whilst in use

3. a regulation spill tray is in use
4. suitable and approved Fire Extinguishers are kept on hand for immediate use
5. a thorough examination must be made in the vicinity of the work approximately one hour after the completion of the work
6. two people should be in close proximity at all times whilst such vessel is in use

2. Bona Fide Subcontractors

It is a condition precedent to liability that all bona fide subcontractors engaged by the **Assured** shall have in full force and effect throughout the duration of their contract with the **Assured** insurances as follows

1. Employers Liability insurance in respect of their liability at law for **Bodily Injury** to any **Employee**
2. Public/Products Liability insurance in respect of their liability at law for
 - a. **Bodily Injury** to any person
 - b. loss of or damage to tangible property
 - c. nuisance trespass or interference with any easement right of air light water or way

with a Limit of Indemnity of at least €6,500,000 or that shown in the Schedule in respect of the Public/Products Liability Section (whichever is the lower) any one occurrence or series of occurrences arising out of one original cause

and that

1. such insurances contain an Indemnity to Principals Clause
2. the **Assured** shall have obtained and retained a copy of written evidence of such insurances

For the purposes of this Condition the term bona fide subcontractors means any independent subcontractor engaged by the **Assured** under a contract for services.

EXCLUSIONS TO THE EMPLOYERS PUBLIC/PRODUCTS AND POLLUTION LIABILITY SECTIONS

These Sections do not provide indemnity in respect of liability

1. arising in connection with
 - a) any work of demolition involving
 - i. ball and chain
 - ii. a method designed and/or intended to demolish any structure or part thereof in one sudden and uninterrupted process
 - iii. the use of explosives
 - b) the construction or structural alteration or repair of transport tunnels
 - c) the construction or critical maintenance of hydroelectric or reservoir dams
 - d) the construction alteration or repair of blast furnaces
 - e) work in connection with rail signalling equipment or the laying maintenance or repair of railway track other than private sidings

- f) any shipbuilding or ship repairing other than contractors working on board a vessel unless such work is critical to the safety of the vessel
 - g) work on the structure or controls of any aircraft
 - h) work on motor vehicles licensed for road use where such work is critical to the safety of the vehicle
 - i) the construction of any basement or structural alteration of basements
 - j) excavations below 3 metres in depth
 - k) any work carried out at a height in excess of 15 metres
 - l) any flood defence work
 - m) handling disposal collection delivery carriage or storage of Hazardous Waste "Hazardous Waste" shall mean Hazardous Waste as defined in the Hazardous Waste (England and Wales) Regulations 2005
 - n) piling and underpinning
 - o) any works at quarries or mines other than collection and delivery
 - p) tree felling and/or tree climbing
 - q) cavity wall insulation works when such works have been performed on an existing property building or structure
 - r) kitchen extract duct-work canopy cleaning degreasing and/or removal of fat
- 2.
- a) directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition
 - b) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns the Employers Liability Section this Exclusion will only apply where such legal liability is
 - (1) that of any principal
 - (2) accepted under agreement and would not have attached in the absence of such agreement
3. the amount of any excess shown in the Schedule (or any Endorsement) including costs and expenses
4. arising out of or in any way connected with the presence of or exposure to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof and/or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof

Sanction Limitation and Exclusion Clause

Underwriters will not provide cover be liable to pay any claim or provide any benefit if to do so would expose Underwriters (or any parent company direct or indirect holding company of Underwriters) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the Underwriters) arising out of any trade and economic sanctions laws or regulations which are applicable to Underwriters.

EXTENSIONS TO THE EMPLOYERS PUBLIC/PRODUCTS AND POLLUTION LIABILITY SECTIONS

1. Additional Defence Costs

Defence Costs extend to include legal expenses incurred with the Underwriters written consent within the courts of the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands

- a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry
- b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the **Business** of the **Assured** in respect of matters which may form the subject of indemnity by these Sections (including with the Underwriters prior consent **Employees** partners or directors of the Policyholder)

provided that

- (i) Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution
 - (ii) Underwriters shall not be responsible for **Defence Costs** where at the Underwriters discretion they may require the opinion of counsel (whose appointment is at the Underwriters sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution
 - (iii) Underwriters liabilities for **Defence Costs** in cases of breach or alleged breach of the United Kingdom Health & Safety as Work Act 1974 (and/or any legislation of similar effect) are limited to prosecutions under Section 33 (1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland the Isle of Man or the Channel Islands or the Republic of Ireland Safety Health & Welfare at Work Act 2005
- c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of Indemnity by these Sections

The indemnity applies only to such liability as defined by each insured Section arising out of the **Business** of the **Assured** as stated in the Schedule subject always to the terms Conditions limitations and Exclusions of such Section

2. Cross Liability Clause

It is hereby declared and agreed that where more than one party is named in the Schedule as the Policyholder indemnity shall apply as though individual insurances have been issued to each party provided always that the Underwriters' total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity

3. Compensation for Court Attendance

In the event of any of the persons stated below attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Underwriters will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- a) any director or partner of the Policyholder €300
- b) any **Employee** €150

All General Extensions are subject otherwise to the terms Conditions Limitations and Exclusions applicable to the relevant Section

CONDITIONS APPLICABLE TO THE EMPLOYERS PUBLIC/PRODUCTS AND POLLUTION LIABILITY SECTIONS

(Conditions 1. 2. 3. 12. 13. 14. 16. and 17 are precedent to Underwriters' liability to provide indemnity)

1. Claims Procedure

It is a condition precedent to Liability that the **Assured** shall give written notice to the Underwriters as soon as reasonably practicable of any incident that may give rise to a claim including those estimated to be within the excess and shall give all such additional information as the Underwriters may require Every letter of claim writ summons or process and all documents relating thereto **and any other written notification of claim** shall be forwarded **unanswered** to the Underwriters immediately they are received

The Assured shall at all times in addition to their obligations set out above afford such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters to be able to comply with the relevant civil action protocols

No admission offer promise or payment shall be made or given by or on behalf of the **Assured** without written consent of the Underwriters who shall be entitled to take over the conduct in the name of the **Assured** the defence or settlement of any claim or to prosecute in the name of the **Assured** for their own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Assured** shall give all such information and assistance as the Underwriters may reasonably require

2. Alterations in Risk

It is a condition precedent to Liability that the **Assured** is required to notify the Underwriters of all material facts or alterations in the risk in accordance with Section 15 of the Consumer Insurance Contracts Act 2019 of which they become aware or should become aware during the Period of Insurance

3. Adjustment of Premium

It is a condition precedent to Liability that if any of the Premium for this insurance has been calculated on estimates furnished by the Policyholder the Policyholder shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records The Policyholder shall within three months from the expiry of each Period of Insurance furnish such particulars to Underwriters and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Policyholder as the case may be subject to any minimum premium required The Underwriters reserve the right to request that the Policyholder supplies an auditor's certificate with such calculations that are the subject to adjustment attesting to the accuracy thereof Such calculations shall include all remuneration paid to any **Employee**

4. Discharge of liability

The Underwriters may at any time pay to the **Assured** in connection with any claim or series of claims under any Section to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims

5. Apportionment of Defence Costs

Except where the Limit of Indemnity is inclusive of **Defence Costs** if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all **Defence Costs** in connection therewith shall be limited to such proportion of the said **Defence Costs** as the Limit of Indemnity bears to the amount paid to dispose of a claim

6. Interpretation

Any phrase or word shall be interpreted in accordance with Irish Law and Jurisdiction The Wording and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Wording or the Schedule shall bear such specific meaning wherever it may appear

7. Other Insurance

If any claim covered hereunder is also covered in whole or in part by any other insurance Underwriters shall have no liability to contribute to such claim

8. Fraudulent Claims

If the **Assured** shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this cover shall become void and all claims hereunder shall be forfeited

9. Cancellation Clause

Underwriters may cancel cover under any Section by sending thirty days written notice to the Policyholder's last known address whereupon the Policyholder shall become entitled to a refund of a proportionate part of the premium. The Policyholder may cancel cover under any Section by giving notice in writing to Underwriters within 14 working days of the date that the Policyholder agrees to enter into the contract whereupon the Policyholder shall become entitled to a refund of a proportionate part of the premium.

10. Disputes Clause

Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the **Assured** and the Underwriters to be subject to Irish Law and Jurisdiction Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Republic of Ireland and to comply with all requirements necessary to give such court jurisdiction All matters arising hereunder shall be determined in accordance with the law and practice of such court

11. Premium Payment

It is a condition precedent to liability that all Premiums due to Underwriters are paid within 60 days of inception. Non-receipt by Underwriters of such Premiums by midnight of the Premium Due Date shall render the cover void with effect from inception

12. Safety Statement Condition

It is a condition precedent to liability that the **Assured** shall have an adequate safety statement as required by Section 20 of the Safety Health and Welfare at Work Act 2005

13. Previous Claims/Incidents

It is a condition precedent to liability that the **Assured** has advised Underwriters of all incidents which may give rise to a claim in expiring policies

14. Stamp Duty

It is a condition precedent to Liability that Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990

15. Excess Condition

When it is known that any settlement of any claim will exceed the Excess the **Assured** shall pay the Excess to Underwriters This payment shall be made prior to Underwriters making any payment in respect of **Damages** or **Defence Costs** Provided always that Underwriters shall refund to the **Assured** any amount of the Excess in full or in part should any claim be ultimately settled for any amount less than such Excess

16. Forklift Truck Condition

It is a condition precedent to Liability that in respect of the use of forklift trucks

1. all operatives are at least 18 years old and
2. all operatives either

- a. hold documentation from an accredited training provider confirming they have completed training in the safe use of forklift trucks or
- b. complete a training course in the safe use of forklift trucks through a training provider accredited by an accrediting body that is a member of the Accrediting Body Association

and

- i. a refresher course is completed at least every five years and
- ii. documentary evidence of all training is retained for a minimum of six years following the cessation of an individual's employment

and

3. whenever a forklift truck is left unattended, to prevent unauthorised use

- a. the ignition keys are removed or
- b. the vehicle is otherwise immobilised

and

4. the carriage of passengers, unauthorised use and the use of the vehicle other than for its intended purpose or for any purpose outside its design capabilities are prohibited at all times and
5. the mandatory use of safety restraints is enforced by the **Assured**

17. Verified Claims Experience Condition

It is a condition precedent to liability that the **Assured**

1. shall provide to Underwriters within 30 days of inception an insurer-verified claims experience for the previous five years (excluding those years for which Underwriters have provided cover) and that such claims experience is up to date at the time this insurance incept and
2. has advised Underwriters of any other incidents occurring in the previous five years that could give rise to a claim

Non-receipt by Underwriters of an insurer-verified claims experience by midnight on the 30th day after this insurance incept shall render the cover void with effect from inception

In the event that the insurer-verified claims experience contains information that is materially different to that already provided Underwriters reserve the right to

- a) cancel the cover from inception or
- b) amend the premium and/or terms and conditions which shall be confirmed in writing by Underwriters within 7 days of receipt of the insurer-verified claims experience and shall apply with effect from inception

The **Assured** shall accept or reject any revised premium and/or terms and conditions within 7 days of issuance by Underwriters. In the event that the **Assured** rejects the revised premium and/or terms and conditions the cover shall be cancelled with immediate effect and a time-on-risk premium charged based on the original premium quoted

18. Plant Hire Condition

All plant and/or equipment hired out by the **Assured** is done so under the condition that the hirer fully indemnifies the **Assured** and any personnel supplied by the **Assured** in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage transit transport unloading loading and/or use of the plant during the continuance of the hire period

It is also condition precedent the liability that

- a) such plant and/or equipment is maintained and routinely examined by the Assured to check for any defects and written records are retained and
- b) where plant and/or equipment is supplied with an operator the operator is competent and qualified to operate the item of plant and/or equipment being used and
- c) where plant and/or equipment is supplied without an operator it is accompanied with the necessary operating and/or safety instructions

19. Rights of Recourse

The **Assured** will at all times retain full rights of recourse against those supplying **Products** or otherwise providing to the **Assured** a service in connection with any **Product** or any component part thereof unless the Underwriters have agreed in writing to the waiver of such rights.

NOTICE APPLICABLE TO THE EMPLOYERS PUBLIC/PRODUCTS AND POLLUTION LIABILITY SECTIONS

The Proposal or any other information supplied by the **Assured** forms part of the contract of insurance.

You are reminded that a failure to comply with your duty to disclose all material facts accurately and completely at inception, and all material changes during the period of cover could result in the contract being avoided by Underwriters and/or claims not being met. You are also reminded that claims must be promptly notified in accordance with the terms herein and that all material facts pertaining thereto must be disclosed under the Employers, Public/Products and Pollution Liability Sections

The due observance and fulfilment of the terms and conditions of this Insurance insofar as they relate to anything to be done or complied with by the **Assured** shall be a condition precedent to any liability of Underwriters to make any payment.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a **Claim** you should in the first instance contact:

The Head of Compliance
Tokio Marine Europe S.A
26, Avenue de la Liberté,
L-1930 Luxembourg

Should the **Insurer** be unable to resolve any difficulty directly with you to your satisfaction, you may be entitled to refer the dispute to the Insurance Ombudsman at the ACA or to the Insurance Supervisory Authority In Luxembourg (Commissariat Aux Assurances – CAA) who will review your case and who may be contacted at:

ACA

Service Mediation

12, rue Erasme

L-1468 Luxembourg

Website: www.aca.lu

or

CAA

7, boulevard Joseph II

L-1840 Luxembourg

Email: commassu@commassu.lu

Website: www.caa.lu

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>. This platform will direct insurance complaints to the ACA Service Mediation. However, you may contact the ACA or CAA directly if you prefer, using the details as shown above.

Data protection notice

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender

and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal information to:

- our group companies;
- third party services providers and partners who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Notice or notified to you when we collect your personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Notice; or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request ('DSAR'). You are also entitled to request that your data be corrected in order that we hold accurate records. In certain **Circumstances**, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in our Privacy Notice.

You can opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the right to complain to a data protection authority about our collection and use of your personal information.

Contact Us

Tel: +44 (0)20 7702 4700
mail@tmhcc.com

tmhcc.com

Tokio Marine Europe S.A. Irish Branch Summit House, Embassy Office Park Kill, County Kildare W91 VK0T, Ireland
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